



Central Bank of India

Regional Office, Ahmedabad
Add: 4th floor Lal Darwaza Building, Ahmedabad.

Rate contract

❖ NAME OF THE WORK:

TENDER FOR AIR CONDITIONING & OTHER ALLIED WORKS Of CITY Branches of Ahmedabad under Ahmedabad Regional Office
Address of Branch:-ALL METRO BRANCHES and URBAN BRANCHES

Regional Head

REGIONAL OFFICE
Ahmedabad,
Mail ID- gadbaroro@centralbank.co.in
Telephone no.-

DETAILS OF OUR IEM:

NAME: Shri Trivikram Nath Tiwari
MAIL ID: trivikramnt@yahoo.co.in
NAME: Shri Jagdip Narayan Singh
MAIL ID: Jagadipsingh@yahoo.com
Contact no. 011-61515609, 9978405930

CENTRAL BANK OF INDIA

TENDER NOTICE

Item wise sealed tenders are invited in sealed envelope for
AIR CONDITIONING & OTHER ALLIED WORKS Metro and Urban Branches under AHMEDABAD
Regional Office

जारीकरण/ Issuance	Tender forms will be available on Bank's website www.Centralbankofindia.co.in from 10.05.2022
टेंडर जमा करने की अंतिम तारीख/ Last date for submission of the Tenders/	18.05.2022 upto 2.00 PM
टेंडर जमा करने का स्थान/ Place of submission of Tender/	General Administration Department, Regional Office Ahmedabad, 4th floor, Lal darwaza Building, Ahmedabad. सामान्य प्रशासन विभाग , क्षेत्रीय कार्यालय अहमदाबाद, चौथा माला, लाल दरवाजा बिल्डिंग, अहमदाबाद .
तकनीकी बोली खुलने की तारीख/ Date of Opening of technical bid	18.05.2022, 4.00 PM
तकनीकी बोली खुलने का स्थान /Place of Opening of technical bid	सामान्य प्रशासन विभाग , क्षेत्रीय कार्यालय अहमदाबाद, चौथा माला, लाल दरवाजा बिल्डिंग, अहमदाबाद . General Administration Department, Regional Office Ahmedabad, 4 th floor , Lal darwaza Building, Ahmedabad नोट :- ठेकेदारों से अनुरोध है की टेंडर के खुलने के समय वे उपस्थित रहे. Note:- Vendors are advised to make presence of themselves at the time of opening of tenders.
टेंडर फॉर्म का मूल्य /Cost of tender	Rs.500.00 डीडी के द्वारा, सेंट्रल बैंक आफ इण्डिया, अहमदाबाद के पक्ष में (अप्रतिदेय) Rs.500.00 In the form of DD in favor of central bank of India Ahmedabad (Non-refundable)

Regional Head / वरिष्ठ क्षेत्रीय प्रबंधक

Regional Office Ahmedabad / क्षेत्रीय कार्यालय अहमदाबाद

4th floor , Lal darwaza Building, Ahmedabad /चौथा माला, लाल दरवाजा बिल्डिंग, अहमदाबाद .

<u>APPENDIX REFERRED TO IN THE GENERAL CONDITIONS</u>		
1.	Defects liability period	12 Months from the date of issue of virtual completion and handing over the site to bank
2.	Date of commencement	Immediate on receipt of work order./ Handing over the site
3.	Date of Completion	7 Days from issue of Letter of intent./Work order
4.	Stipulated period for completion	7 Days
5.	Minimum value of work done for interim payment	Per branch Full & Final payment to be made on successful completion of work
6.	Payment Terms	1. No advance 2. Final Bill settlement within 30 days from the date of proper submission of satisfactory work completion from branch manager and civil engineer. All required documents and joint verification of measurements at site. 3. No Running Amount Bill will be paid.
8.	Retention money for defects liability period	5% of the total value of work
10.	Validity of the Tender	180 days from the last date of opening of the Tender.
11.	Terms of Rates	The rates shall be at the site of the work and shall EXCLUDES OF TAXES.
12.	Deduction	1. Income Tax at source as per Income Tax Rules Sales Tax /GST/ Works Contract Tax/ Commercial Tax as applicable in the statement. 2. Cess applicable as per the local rules 3. Any other Levy/Cess/Tax to be deducted at source by law.
13.	Period for honouring final payment	30 working days after the submission of the satisfactory work completion from Branch manager and Bank's civil engineer.
14.	Validity of Rates	The quoted Rates in the Tender shall remain valid till 180 days of the work. No escalation in rates shall be allowed.
15.	Extra Items	The contractor shall not execute the item for which the rate cannot be derived from the

[Type text]

		Tender. He shall submit the Rate analysis for such item on actual cost plus 15% as over-heads, establishment charge and contractor's profit, and get it approved by Architect/Employer before starting the work of such items.
16.	Measurement	On completion of work all contractor shall give detailed measurements/circuit diagram/List of materials used Test reports duly signed and sealed.
17.	Hidden Items	All hidden measurements must be got checked/recorded before concealing.
18.	No deviation of material	All material and makes shall be as per specifications any deviation will not be accepted without written permission of Architect/Bank

CONTRACTOR

Seal and signature

CENTRAL BANK OF INDIA					
PRICE BID for Air Conditioning Work AT Various Metro and Urban Branches Ahmedabad					
1	SPECIFICATIONS FOR AIR CONDITIONING MACHINE				
	Item	Nos.	Unit	Rate (Rs.) Excluding GST	Amount (Rs.)
1.1	Supplying, Installation, testing & Commissioning of 3 Star Rated 2.0 TR Single Split unit all copper condenser split AC system of approved make, including indoor & outdoor units, copper tubes & drain pipes (10 ft along with machine) all complete as per drg, detail & instruction of Architect. Including maintenance/ service till defect liability period and onsite warranty (one year) (Approx. Quantity = 15	1	No.		
1.2	Supplying, Installation, testing & Commissioning of 3 Star Rated 1.5 TR Single Split unit all copper condenser split AC system of approved make, including indoor & outdoor units, copper tubes & drain pipes (10 ft along with machine) all complete as per drg, detail & instruction of Architect. Including maintenance/ service till defect liability period and onsite warranty (one year) (Approx. Quantity= 35	1	No.		
1.3	Supplying, Installation, testing & Commissioning of 3 Star Rated 1.0 TR Single Split unit all copper condenser split AC system of approved make, including indoor & outdoor units, copper tubes & drain pipes (10 ft along with machine) all complete as per drg, detail & instruction of Architect. Including maintenance/ service till defect liability period and onsite warranty (one year) (Approx. Quantity= 20	1	No		
2.0	LOW SIDE AIR CONDITIONING WORK				
2.1	Supplying, Installation, testing & Commissioning of Copper refrigerant piping suitable for 2 and 1.5 and 1.00 ton cassette AC with all required material and insulation. Alu. foil membrane shall be applied to provide resistance against breakdown due to UV radiation for exposed portion of the rubber insulation. This item is also including providing and fixing of power cable from indoor to outdoor. It shall be in total clamping manner above false ceiling. It shall not be placed over the false ceiling nor shall it be fixed with false ceiling members. From the structural ceiling it should hanged with suitable adjustable ring type hanger supports etc. or shall be fixed on wall / beam etc.	1	rft		
2.2	Providing & Fixing of insulated PVC drain lines with all necessary fitting accessories, Elbows, Tees, wall Sleeves etc. for various units in clamping manner above false ceiling & in concealed manner below false ceiling level. From the structural ceiling it should hanged using self-threaded rods or shall be fixed on wall /beam etc. with clamps. It shall not be placed over the false ceiling nor shall it be fixed with false ceiling members. It shall be laid required gradient for easy disposal of the drain water & testing shall be done	1	rft		

	before filling the zaries. The drain line shall not be laid in the floor. All drain pipes should be UPVC Heavy Duty of suitable size as recommended by manufacturing company and it should be connected to the nearest rain water pipeline/ as per the site condition. Necessary opening on the wall / glass may be done finishing with cement plaster / new glass / sealant etc.				
2.3	Supplying & Fixing suitable MS Stand for 1.5/2.0 ton AC outdoor	1	No.		
	Buy Back of old AC				
	2.00 Ton split AC (Indoor plus out door unit)	1	no		
	1.50 Ton split AC (Indoor plus out door unit)				
	1.00 Ton split AC (Indoor plus out door unit)				
	1.5 Ton window AC (Indoor plus out door unit)				
	1.0 Ton window AC (Indoor plus out door unit)				
Total in word Rs.					

Notes:-

1. In case of exigencies total quantity of Air Condition Machine may be split between L1 L2 and L3 in the ratio of 50%, 25% and 25% on need base and L1 rate. However Bank's Decision shall be final.
2. In case of any discrepancy between unit price and total price of an item, the unit price will prevail. Similarly, in case of error in the sum of various items, the correct sum will be calculated by the addition of total prices of each item.
3. Total Rate/Amount should be **EXCLUDING GST**. GST will be payable extra as per applicable rules. The quoted rate will be inclusive of all other taxes & charges labour charges, cost of transportation, caring, wastages, lifting for all leads, etc.
4. Guarantee Period: On Site comprehensive Guarantee period for the air-conditioner units and other materials supplied should be 12 months from the date of virtual completion and for poor workmanship, poor performance, and in case of deficiencies are found during guarantee period, the same shall be rectified or replaced free of cost by the Contractors at their own cost and risk.
5. Service: Vendor has to provide mandatory on-site services to installed Air conditioners units within Guarantee period of one year, failing which Bank will deduct expenditures incurred by Bank from AC from retention money.

List of Approved Make

Sr	Items	Make
1	Split AC,:-	Blue star Daikin, Hitachi, Carrier, Mistibushi
2	FRLS insulated Elect. Wires/Cables Armored / Unarmored, Sheathed, unsheathed, Flexible LT cable, Multi core, single core Cable, Flat cable	Finolex, Polycab, RR

Place:**Date:****SIGNATURE OF CONTRACTOR WITH SEAL**

To / प्रती

The Senior Regional Manager/ वरिष्ठ क्षेत्रीय प्रबंधक

Regional Office Ahmedaba/क्षेत्रीय कार्यालय अहमदाबाद

Central Bank of India/ सेंट्रल बैंक ऑफ इंडिया

Dear Sir/ आदरणीय श्रीमान

With reference to the tender invited by you for the work. I/We hereby offer to execute the work under contract at the respective rates mentioned in the schedule of quantities.

आपके द्वारा कार्य हेतु आमंत्रित निविदा के संदर्भ में मैं/हम एतद्वारा अनुसूची में उल्लिखित मात्राओं की संबंधित दरों पर अनुबंध के तहत कार्य निष्पादित करने का प्रस्ताव करता हूँ/करते हैं.

I/We have seen the site of MEETHAKALI branch understood the general conditions of contract, special conditions, additional conditions.

मैंने/हमने मीठाकली शाखा की साइट देखी है, अनुबंध की सामान्य शर्तों, विशेष शर्तों, अतिरिक्त शर्तों को समझ लिया है.

I/We agree to execute the work as per specifications, general conditions of contract, special conditions, and additional conditions.

मैं/हम विनिर्देशों, अनुबंध की सामान्य शर्तों, विशेष शर्तों और अतिरिक्त शर्तों के अनुसार कार्य निष्पादित करने के लिए सहमत हूँ/हैं.

I/we do hereby agree that the sum shall be forfeited by the bank in event our tender is accepted & I/We fail to execute the contract when required to do so.

मैं/हम एतद्वारा सहमत हूँ/हैं कि यदि हमारी निविदा स्वीकार कर ली जाती है और यदि मैं/हम अनुबंध को निष्पादित करने में विफल रहते हैं, ऐसी स्थिति में बैंक द्वारा राशि जब्त कर ली जाएगी।

I/we understand that you are not bound to accept the lowest or any other tender that you received.

मैं/हम जानते हैं कि आप प्राप्त न्यूनतम या किसी अन्य निविदा को स्वीकार करने के लिए बाध्य नहीं हैं.

Yours faithfully/ भवदीय

Signature of contractor / ठेकेदार के हस्ताक्षर

GENERAL CONDITIONS OF CONTRACT

1. Each Tenderer must before submitting his tender, visit the site of works so as to ascertain the physical site conditions, availability and quality of materials according to Specifications before submitting the quotations.
2. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the form and nature of the site, the quantities and nature of access to the site, all type of risks, contingencies and other circumstances which may influence or affect his tender.
3. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Bank might be deemed to have reasonably been inferred to be so existing before commencement of work.
4. The Contractor have to satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of work/items/quantities / Bills of Quantities, which rates and prices shall cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
5. Prices quoted by the tenderer should include all taxes, local taxes, octroi, sales tax, excise duty, sales tax on work contract etc. materials, labour, fluctuation of rates, delivery, installation charges etc. no extra will be paid on any account. **(EXCLUDING GST)**.
6. Quoted rates shall be exclusive of GST.
7. Rates quoted in tender should be inclusive of scaffoldings, tools & plants, transportation, loading/unloading, stacking, safe keeping etc. or any other expenditure for carrying out the work.
8. No escalation in rates will be allowed under any circumstances.
9. Joint tenders shall not be considered.
10. Conditional tenders quoted by the tender is liable to be rejected.
11. The Bank reserves the right to rejected any or all the tenders, accept part of any tender or entrust the entire work to any contractor or divide the work to more than one contractor (item wise) without assigning any reason or giving any explanation. The rates quoted by the contractor will hold good for this bifurcation and no compensation will be paid on this account.
12. The tenders will remain valid for a period of 6 months from the date of opening of tenders, Bank reserves the right to accept or reject any or all the tenders without assigning any reason to do so. Bank does not bind itself for accepting the lowest tender.
13. All items of work described in the schedule of quantities are paid only after completion of that work in all respects and as per given specifications.
14. The work is to be executed in accordance with the specifications, schedule of quantities, drawings, and any further instructions/drawings, which may be given by the Bank during the execution of work. All drawings related to the work given to the contractor together with a copy of schedule of quantities/BOQ

are to be kept at site and the Bank shall be given access to such drawings of schedule of quantities/BOQ whenever necessary. In case any detailed drawings are necessary contractor shall prepare such detailed drawings with dimensional sketches therefore and have it confirmed by the Bank prior to talking up such work. The contractor shall ask in writing for all clarifications/approvals on issues arising anywhere in drawings, specifications and schedule of quantities or to additional instruction at least 1 week ahead from the time for execution.

15. Bank has right to omit any of items of schedule of rates. It will be Bank's discretion. Contractor cannot claim any charges/compensation for non-operation of any items.
16. **TENDERS:** The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initial / signature will indicate the acceptance of the tender papers by the tenderer. The schedule of quantities shall be filled in as follows:
 - i) The "Rate" column to be legibly filled using ink/Ball pen both in English figures and English words.
 - ii) Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule of Quantities".
 - iii) All corrections are to be initialed.
 - iv) In case of any errors / omissions in the quoted rates, the rates given in the tender marked "original" shall be taken as correct rates.

No modifications, writings or corrections can be made in the tender papers by the tenderer.

The Bank reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders of each section or to split up and distribute any item of work to any specialist firm or firms, without assigning reasons.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Bank detailed analysis of any or all the rates shall be submitted. The Bank shall not be bound to recognize/accept the contractor's analysis.

The works will be paid for as "measured work" on the basis of authorized actual work done and not as "lump sum" contract, unless otherwise specified.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any items of work will be made for the actual work done on the basis of lump sum charges as will be assessed to be payable by the Bank.

The Bank has power to add to, omit from any work as shown in drawings or described in specifications or include in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Bank. No variation shall vitiate the contract. The tenderer shall note that his tender shall remain open for consideration for a period of six months from the date of opening of the tender (PriceBid).

17. **EXTRA ITEMS:** The Contractor shall not commence work in respect of any extra items/deviations without obtaining the approval of the Bank in writing. The Contractor shall instantly submit the rate analysis for such items with necessary details to support the rate quoted. The rate shall then be settled by the Bank and necessary certificate based on this shall be given to Bank while incorporating the item in the Bill. The rates will be worked out on actual cost of material and labour, any other expenditure for

completing that work plus 15% towards contractor's profit & overheads. For this contractor must submit the rate analysis supported by original vouchers for purchase and labor.

18. The successful tenderer is bound to carry out items of work necessary for completion of job even though the same are not included in the schedule of quantity. Rates of extra items will be derived from the tender. In case the rates do not exist in the tender and extra item is not similar to tender item, then the rates will be worked out as mentioned above.
19. **VARIATION IN SCHEDULE OF QUANTITIES** - Variation in tender quantities in this tender are subject to any variation by way of addition, reduction or deletions of the items or quantities. No compensation whatsoever will be paid for such variations.
20. **AGREEMENT:** The successful contractor will be required to sign agreement in accordance with the draft agreement form enclosed and the schedule conditions. The contractor shall pay for all stamps and legal expenses, incidental thereto. However the written acceptance by the employer of a tender will constitute a binding contract between the employer and the person so tendering whether such formal agreement is or is not subsequently executed.
21. **PERMITS AND LICENSE:** The contractor will arrange permits and license for materials whenever/wherever required at his own cost.
22. **GOVERNMENT AND LOCAL RULES:** The contractor shall conform to the provision of all-local-by-laws and acts relating to the work and to the regulations etc., of the government and local authorities and of any company with whose system the structure is propose to be connected. The contractor shall give all notices required by said act, rules, regulations and by-laws etc., and pay all fees payable to such authority / authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking in to account all liabilities for license, fees for footpath encroachment and restorations etc. and shall indemnify the Bank against liabilities and shall defend all actions arising from such claims or liabilities.
23. The contractor must co-operate with other contractors appointed by the Bank so that entire work shall proceed smoothly with least possible delay and to the satisfaction of the Bank.
24. **EARNEST MONEY DEPOSIT**-The Contractor will have to deposit an amount of Rs. 8,000.00 in the form of bank draft in favor of Central Bank of India, payable at Ahmedabad at the time of submission of tender as earnest money. The employer is not liable to pay interest on earnest money.

All unsuccessful tenders will be returned without any interest soon after the decision to award work is taken or after the expiry of the validity period of the tender.

25. **SECURITY DEPOSIT** -The successful Tenderer to whom the Contract is awarded shall deposit as initial security deposit by Demand draft or Bank Guarantee a sum to make up 2% of the value of the accepted tender after the appropriation of the Earnest Money deposited by him.

The successful Tenderer shall pay security deposit within Ten days after receiving the letter of acceptance of his tender. No interest shall be paid on this security deposit.

The security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/or non-compliance with the conditions of the Contract.

26. **TOTAL RETENTION MONEY** –Total 5% (including 2% security deposit) value of work done shall be deducted as retention money during payment of bill. Retention amount will be released upon completion of defect liability period of 12 months starting from the date of Virtual Completion of work and after adjusting all dues if any from the contractor.

Date of virtual Completion is the date when awarded work is sufficiently completed to the satisfaction of Bank and suitable for occupying and also as per terms & conditions mentioned in the tender.

27. **ACCESS TO WORKS:** The Bank and any person authorised shall at all reasonable times have free access to the works and to the workshops, Factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Bank and their representatives for inspection and examination and test of the materials and workmanship. Contractor shall provide everything necessary to access the quality of work. Contractor shall provide everything necessary (measuring tape, ladder, platform etc.) to access the measurement of work.
28. **CONTRACTOR TO PROVIDE ALL EVERYTHING NECESSARY FOR WORKS:** The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machinery's and equipment's and all the necessary centering, scaffolding, staging, planking, timbering, stuffing, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, wards, houses, buildings all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shorting etc., as occasions shall be required or when ordered so to do, and shall fully reinstate and make good all matters and thing disturbed during the execution of works to the satisfaction of the employer/architects.
29. The contractor shall at all times given access to workers employed by the Bank or any authorised employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any, holes, grooves etc. in any work where directed by the Bank as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fitting. The quoted rates of the tenders shall accordingly include all these above-mentioned contingent works.
30. **TIME OF COMPLETION:** Time for completion of works shall be one month after hand over of site. The entire work is to be completed in all respects within the stipulated period. The work shall be commenced within seventh day from the date of handover of site. Contractor has to strictly adhere with the timeline of tender.
31. **LIQUIDATED DAMAGES:** The successful tenderer is bound to carry out entire work within the period stipulated in the Appendix. The tenderer will have to pay liquidated damages for non-completion of job within stipulated period at the rate of 0.25% per day after expiry of period of completion subject to maximum of 5% of the contract value.

The liquidated damages as mentioned above may not be enforced if the contractor applies sufficiently in advance for extension of time mentioning the unavoidable reasons for extension. The Bank shall, if in its opinion (which shall be final and binding upon the contractor) finds genuine reasons shown by the contractor for such request, grant suitable extension in time limit. Any claim for damage or compensation in relation there to by contractor is not permissible. Also other terms and conditions of the contract will remain unaltered in the extended period.

32. **MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS:** All the works mentioned in the tender or approved extra items are required to be executed in the best and most workmanship manner with materials of the best and approved quality of the respective kinds in accordance with at the particular BOQ specifications, methods/specifications/applications given by manufacturer, instructions and per drawings or as per Bank's instructions during the execution of the work and to Bank's entire satisfaction.

If required by the Bank, the contractor shall have to carry out tests on materials and workmanship at site and at approved materials testing laboratories or as prescribed by the Bank at his own cost to prove that material etc., under test conform to the relevant I.S. Standards or as specified in the specifications.

The work must be done in the best workmanship manner. Samples of all materials to be used must be submitted to the Bank and written approval to be obtained from Bank prior to its application at site.

33. **REMOVAL OF IMPROPER WORK:** The Bank shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent.

The work is liable to be technically examined and audited by the Bank/ Chief Technical Examiner of Central Vigilance Commission, Govt. of India from time to time. Any defects/improvements or testing etc. pointed out by the Bank/ Chief Technical Examiner/ Technical Examiner should have to be carried out by the contractor at his own cost and any deductions suggested by the Bank/CTE/ TE will be affected from the amount payable to the contractor or from his security deposit etc.

34. **CONTRACTOR'S EMPLOYEES:** The contractor shall employ technically qualified and competent supervisors for the work shall be available (by turn) throughout the working hours to receive and comply with instructions of the Bank. The contractor shall engage at least one experienced engineer as site in charge for execution of the work.

The contractor shall employ local laborers on the work as far as possible. No labourer below the age of sixteen years and who is not an Indian shall be employed on the work.

The contractor shall comply with the provisions of all labour legislation including the requirements of

- (a) The payment of wages act.
- (b) Employer's liability act.
- (c) Workmen's compensation act.
- (d) Contract labour (regulation & abolition) act, 1970 and central rules 1971.
- (e) Apprentices act. 1961.
- (f) Any other act or enactment relating thereto and rules framed hereunder from time to time.

The contractor shall keep the employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the employer in connection with any claim that may be made by employed workmen. The contractor shall comply at his own cost with the order of requirement of any health officer or any local authority or the Bank. Contractor shall provide facilities for pure drinking water, sanitation, first aid at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works.

35. **DISMISSAL OF WORKMEN:** The contractor shall immediately dismiss from works any person employed thereon by him on the request of the Bank. Who may in opinion of the Bank is unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation or damages against the employer or any of their chief officer or employee.
36. **ASSIGNMENT:** The contractor shall execute the all the works included in the contract. Contractor shall not directly or indirectly transfer, assign or underwrite the contract or its any part.
37. **DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.** The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to

the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor,,s employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Bank and hold harmless in respect of all and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury of damage under any acts on compensation or damage consequent upon such claim. The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties. The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Bank and must be effected jointly in the name of the contractor and Bank and the policy lodged with the letter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for any thing which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

38. **INSURANCE:** Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and earthquake, flood, wars, storms etc. The insurance must be placed with a company approved by the Bank, in the joint names of the Bank and the contractor (the name of former being placed first in the policy) for full amount of contract and for any further sum if called to do so by the Bank, the premium of such being allowed to the contractor as an authorized extra. The contractor shall deposit the policy and receipt for premiums paid with the Bank within 21(twenty one) days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the Bank on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the Bank may deem fit.
39. **ACCOUNTS RECEIPTS & VOUCHERS:** The contractor shall, upon the request of the Bank furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. In case of any discrepancies, the decision of the Bank shall be final and binding on the contractor.
40. **MEASUREMENTS:** Before taking any measurement of any work the Bank's Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Bank's Engineer then in any such event the measurements taken by the Bank's Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and contractor shall have no right to dispute the same.
41. **PAYMENTS:** All bills shall be prepared by the contractor in the form prescribed by the Bank. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money, etc. The Bank's Engineer shall issue a certificate after due

scrutiny of the contractor's bill stating the amount due to the contractor from the Bank and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents.

The amount stated in an interim certificate shall be the total value of work properly executed. The Bank will deduct retention money of these conditions. The refund of retention money will be made as after completion of defect liability period. If the Bank has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removal and taken away and reconstructed, or re-erected or be considered as and admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Architect/Bank and payment shall be made within three months. No mobilization advance or secured advance on materials or any other advance will be granted by the Bank.

42. **FINAL PAYMENT:** The final bill shall be accompanied by a certificate of completion from the Bank. Payments of final bill shall be made after deduction of Retention Money, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Bank's user department certificate that the contractor has rectified all defects to the satisfaction of the Bank. The acceptance of the payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed. The employer shall have a right to cause technical examination and audit of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the employer to recover the same from the contractor from any sum due to him.
43. In case, after completion of the work and final payment to the contractor, it is found on account of General Audit, Technical audit and or any other reason whatsoever that any amount is recoverable from the contractor, it shall be lawful for the employer, to recover the same from any sum whatsoever payable by the Bank to the contractor either in respect of this contract or any other contract or on any other account by any other branch/department of the employer.
44. **SITE MEETINGS:** Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative alongwith the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the architect/ consultant.
45. **SUBSTITUTION:** Substitution should be contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Bank in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Bank as to be obtained in writing. Decision of the Bank will be final.
46. **PREPARATION OF OFFICE SPACE FOR OCCUPATION AND USE ON COMPLETION:** The whole of the work will be thoroughly inspected by the contractor himself and deficiencies and defects put right. On completion of contractor's inspection, the contractor shall inform the Bank that he has completed the work and it is ready for inspection by the Bank.

47. **CLEARING SITE ON COMPLETION:** On completion of the works the contractor shall clear away and remove from the site all tools & plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Bank. The rate quoted by the contractor shall include all such contingencies. On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, stair-cases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Bank.
48. In Between execution of works, if it is found by the Bank that dumped material are making difficulties in movement of public, then contractor has to remove/shift that material from that place immediately.
49. **DEFECTS AFTER COMPLETION:** The contractor shall make good at this own cost and to the satisfaction of the Bank all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work- In default the Bank may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from Contractor by the Bank .
50. **CONCEALED WORK:** The contractor shall give due notice to the Bank whenever any work is to be buried in the earth, enclosed or in the bodies of walls/partition or otherwise becoming in accessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default where of the same shall, at the opinion of the Bank be either opened up for measurement at the contractor's expenses or no payment may be made for such materials Should any dispute or differences arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked the notes of the employer/ architects shall be accepted as correct and binding on the contractor.
51. **ESCALATION:** The rate quoted shall be firm throughout the tenure of the contract including extension of time, if any, granted and will not be subject to any fluctuation due to increase in cost or materials, labour, sales tax, octroi, etc. (EXCLUDING GST).
52. **SIGNING OF TENDER:** The tender shall contain the name residence and place of business of person or person making the tender and shall be signed by the contractor with his usual signature. Partnership firms shall furnish the full name of all partners in the tender. It should be signed in the partnership name by all partners or by duly authorized representative followed by corporation shall be signed by an authorized representative, and in power of Attorney in that behalf shall accompany the tender. A copy of constitution of the firm with names of all partners shall be furnished.
53. **TRANSFER OF TENDER DOCUMENTS:** Transfer of tender documents purchased by one intending contractor to another is not permitted.
54. **SPECIAL CONDITIONS OF CONTRACT:** Special condition of contract shall be read in construction with the general conditions of contract, specifications of work, Drawings and any other documents formed part of this contract where the context so required. Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to the complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so. Where any portion of the General Conditions of Contract it repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provisions of the special conditions of contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy of variations.

55. **RIGHTS OF BANK TO FORFEIT SECURITY DEPOSIT:** Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, Bank shall be entitled to recovery such sum by appropriating in part or whole, the security deposit of the contractor, and to sell Government securities, etc. forming whole or part of such security. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time there after any become due to the Contractor under this or any other contract with the Bank and should this be not sufficient to cover the recoverable amount the contractor remaining due.
56. **ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:** In any case in which under any clause or clauses of this contract the contractor shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by installments) or have committed a breach of any of the terms contained in this contract Employer shall have power to adopt any of the following courses as they deem best suited to its interest.
- a. To rescind the contract of which rescission notice in writing to the contractor under the hand of the Site Engineer shall be conclusive evidence in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Bank.
 - b. To employ labour paid by Bank and to supply material to carry out the work or any part of the work debiting contractor with the cost of labour and the price of the materials of the amount of which cost and price, a certificate of the Bank's Civil Engineer shall final and conclusion against the contractor, and credit by him with the value of the work done, in all respect and same manner and at the same rates as if it had of carried out by the contractor under the terms of his contract. The certificate of the Bank's Civil Engineer to the value of the work done shall be final and inclusive against the contractor.
 - c. Unexecuted jobs to give is to another contractor to complete, which case may expenses which may be incurred in excess the sum which would have been paid to the original contractor had the work been executed by him shall borne and paid by the original contractor and may deducted from any money due to him otherwise or from his security deposit or from the proceeds of sale thereof, or a sufficient thereof.
57. The event of any of the above course being adopted by the Bank, the contractor shall have no claim compensation for any loss sustained by him be reason his having purchased or procured any material or bear on to any advances on account of or with a view the execution of the work or the performance of the contract.
58. **EXECUTION OF WORKS:** All the works shall be executed in strictly as per the provisions of the contract and according to detailed drawings, specifications and instructions as may be furnished from time to time to contractor by the Bank whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works are executed in the most substantial proper workmanship in strictly as per specifications and to the satisfaction of the Bank. Wherever it is mentioned in the specifications that the contractor shall perform certain work or provide certain facilities/ materials, it is understood that the contractor shall do so at his cost. The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein and codes referred to. In case certain jobs are not having any Indian Codes, that job shall be executed according to instruction and Bank's satisfaction.
59. **SCHEDULE OF RATE TO COVER CONSTRUCTIONAL PLANT, MATERIALS, LABOUR, ETC.**
- Rates quoted by the contractor shall include and cover the cost of all constructional plant, temporary works (except as provided for herein) pumps, materials, labour, insurance, fuel, stores, etc.

60. **SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:** Quoted rates shall include the cost of all royalties and fees for all articles, processes, protected by letters, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to Bank which the contractor hereby give against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or the use on the works of any such articles, processes or materials Octroi or other municipal or local Board charge, if levied on materials, equipment or machinery's to be brought to site and removed form site for use on work or after completion of the work, shall be borne by the contractor.
61. **PROCEDURE FOR MEASUREMENT & BILLING OF WORK IN PROGRESS MEASUREMENTS:** All measurements shall be as unit mentioned in the Price Bid. All the works executed at site shall be recorded in the measurement book/sheet by the contractor. For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Site Engineer. Bank's Civil Engineer or his representative will take measurements and this will be deemed to be correct, and binding on the contractor. Works that are likely to be covered up by subsequent operations should be got measure before such covering up, failing which such covered works may be liable for not being measured.
62. **BILLING:** The contractor will submit a bill in approved Performa in triplicates to the Bank alongwith detailed measurement for the various items executed during a month.
63. **DISPUTE ABOUT MODE OF MEASUREMENT:** In case of any dispute, mode of measurement as per Indian Standard Specification No. 1200 shall be followed.
64. **RECEIPT FOR PAYMENT:** Receipts for payments made on account of executed work, must be signed by a person holding due power of attorney in this respect on behalf of the contractor, except when the contractor is described in his tender as a limited company in which case the receipts must be signed in the name of the company by one of its Principal officers or by some other persons having authority to give effectual receipt for the company. The Bank shall have the right to cause a technical examination of the works and final bill of contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of the final bill. If is a result of this examination or otherwise any sum found to have been overpaid or over certified, it shall be lawful for the Bank to recover the sum.
65. In case, after completion of the work and final payment to the contractor, it is found on account of General Audit, Technical audit and or any other reason whatsoever that any amount is recoverable from the contractor, it shall be lawful for the employer, to recover the same from any sum whatsoever payable by the employer to the contractor either in respect of this contract or any other contractor on any other account by any other branch/department of the Bank.
66. **PHOTOGRAPHS:** The Contractor shall at his own expense supply to the Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one months during the progress of the work or at every important stage of construction. In addition to above, the contractor shall be bound to submit adequate no. of site photographs alongwith each Bill for the project clearing showing major progress of work measured and claimed therein failing which the Bank may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.
67. **SUSPENSION:** If the contractor except on account of any legal restraint upon the Bank preventing the continuance of the work or in the opinion of the Bank shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Bank shall have the power to give notice in writing to the contractor requiring the work to be proceeded with in a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause. After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such

notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the Bank may proceed as provided in Termination of Contract by Employer clause.

68. **TERMINATION OF CONTRACT BY EMPLOYER:** If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the Bank of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the Bank or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employee the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of 14 days after receipt by him the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit. Any change in Term conditions and Variation can be accepted by permission of Regional Manager Only.
69. **ARBITRATION:** The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Bank or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).

In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Appointing Authority namely Indian Council of Arbitration OR President of the Institution of Engineers (India) OR The International Centre of Alternative Dispute Resolution (India) as specified in the SCC.

If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Appointing Authority, both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Appointing Authority, making such an appointment shall be furnished to each of the parties.

Arbitration proceedings shall be held in India at the place specified in the SCC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

Where the value of the contract is Rs. 2 crores and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (namely the Indian Council of Arbitration OR President of the Institution of Engineers (India) OR The International Centre for Alternative Dispute Resolution (India) as specified in the SCC).

Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

SPECIAL CONDITION OF THE CONTRACT

1. **TENDER :** Tenders are to be submitted in details as set out in the Schedule of Quantities and must be completed in all respects. The Bank reserves the right to discharge any or all the tenders for each section or split up and distribute any item of work to any specialist firm or firms without assigning any reason. No stipulation/condition (commercial or technical) other than the tender should be enclosed by the contractor in any of the tender envelopes/covers or inserted on the body of the tender papers issued, in which case this may be liable to rejection.
2. **RATES QUOTED:** The rates quoted in the tender shall be for the finished items of work. The rates quoted shall include all the charges required for labour, material, sheds for storage of materials, transportation of material and equipment, tools and plants, cleaning of sites during execution/completion of various items of work, overheads, supervising staff salary etc. The rates quoted shall also include all duties, royalties, cess, sales tax on materials, income tax, service tax, octroi, sales tax on work contract or any other taxes or local charges or duties etc. as applicable till the completion of work. No extra claim will in any case be entertained. The rates shall be firm and shall not be subjected to exchange variations due to labour conditions or any other conditions what so ever. Quoted rates shall be excluding GST.
3. **PAYMENT:** Payment will be made by the Bank after receipt and check of the contractors bill by the the Bank's Civil Engineer after deduction of income tax, sale tax on work contract, Security deposit, etc. as per statutory rules and terms of tender for the value of authorized work executed as per specifications and drawings. For this purpose the contractor must submit his on account bills on the prescribed form duly accompanying the detailed measurements in support and showing deductions for the provisional payments received by him. The security money thus retained from all bills and initial security deposit will become payable only after 12 months after final completion of work as per specifications, design and drawings. The Employer is not liable to pay any interest on the security money thus retained.
4. **VALIDITY OF PRICE:** The contractor shall have no right to ask for the alteration of the rates, terms and conditions quoted by the contractor and shall be final and to be subsisting and valid for the execution of the work.
5. **LOWEST TENDER :** The employer shall have the right to reject any or all the tenders and will not be bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the employer in this respect.
6. **CO-OPERATION:** The contractor will be required to consult and co-operate with other contractors whose work may be affected by the work under this contract.
7. **TREASURE TROVE ETC.:** Any treasure trove, coin or object antique which may be found on the site shall be the property of the employer and shall be handed over to the Bank.
8. **WATER SUPPLY, LATRINE ETC.:** The selected tenderer shall make his own arrangements at his own costs for the supply of approved quality water required for construction and for drinking purposes and shall provide at his costs all tubes, fittings and temporary plumbing works required and on completion of the works, shall remove all temporary appliances and make good any work disturbed for making such arrangements to the satisfaction of the employer.
9. **ELECTRIC SUPPLY:** Electricity for execution purpose (tools & plants, lighting) will be provided by the Bank free of cost. Only supply point/source will be provided by the Bank. Contractor has to make his own arrangement of supply system like temporary switch board, temporary Electric panel board, wires,

measurements meters, running & maintenance of plants etc. at his own cost. Contractor has to ensure for proper supply of electricity at its own risk. Bank is not liable for any damages of contractor's tool & plants, machinery caused due to high voltage, short circuits, electric shock to labors/contractor's representative etc. or due to any other reasons. No contractor's claim compensations shall be entertained/ payable.

10. **METHOD OF MEASUREMENT:** Unless otherwise mentioned in the Schedule of Quantities measurements will be on the net quantities of work produced in accordance with up-to-date rules laid down by the Indian Standards Institution. In the event of any dispute in regard to the measurements of the work executed, the decision of the Bank shall be final and binding on the contractor.

11. **NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:** The contractor shall give not less than 5 days notice in writing to Bank before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach any work without the consent in writing of the Bank. If any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses, or in default thereof no payment or allowance shall be made for such work or the materials, with which the same was executed.

12. ACTION WHERE NO SPECIFICATION /CONTRADICTION

A).The work is to be carried out by combining the details in Schedule of quantities, Drawings and Technical specifications. If there is any discrepancy / contradiction between Schedule of quantities, Drawings and Technical specification, the first preference is given to Description in schedule of quantities, second to drawings and third to Technical specifications.

B).In the case of any item of work for which there is no specification in Technical Specifications, such work shall be carried out in accordance with the I.S/CPWD Specification and in the event of there being no I.S./CPWD Specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Bank.

13. **WORKMEN'S COMPENSATION ACT :** The contractor shall ensure that workmen employed by him for execution of work are suitably covered against Workmen's Compensation Act and that all liabilities arising out of Workmen's Compensation Act, ESIS and other legislative enactments applicable, to such works and workmen shall be to the contractor's account.

14. **GATEKEEPER AND WATCHMAN:** The contractor from the time of being placed in possession of the site must make arrangement for watching, lighting and protecting the work, all materials, workmen and the public by day and night on all days including Sunday and holidays at his own cost. The contractor shall make adequate arrangement for watch and ward of his material and shall ensure the safety, breakage and any theft of material fixed or unfixed by him.

15. **Contractor Not To Deposit Materials In A Manner That May Cause Inconvenience To The Public:** The contractor(s) shall not deposit materials on any site which will seriously inconvenience to the public. The Employer may require the contractor to remove any or all materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractors cost.

16. **LIQUIDATED DAMAGES:** Time is the essence of the contract. The completion of the works is essential to comply with various requirements of the bank. Thus the contractor shall beware and take a note that non-completion of the works will affect the Banks committed programs and thus the loss by way delayed completion of related works etc, are invaluable and cannot be easily assessed. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, the Bank is liable to charge the Contractor without the necessity of providing for any details of such losses suffered by the Bank.

Thus if the Contractor fails to complete the works within the time for completion in the Notice Inviting the Tender or extended time in writing by the Bank, the Contractor shall pay the Employer the sum of the rate of 0.25% per day subject to maximum of 5% of contract value for the period during which the said works shall so

remain incomplete. The Bank shall have the right to adjust, / set-off against any sum payable to the contractor under this or any other contract with the Employer.

17. The work executed should be got approved by the Bank and contractor shall rectify and bad workmanship pointed out at any stage and remove from site all the rejected material

18. The contractor will attend to all defects noticed during defect liability period. If the contractor fails to attend to the defects within a reasonable time these defects will be rectified by the Bank and the expenditure incurred on this account will be recovered from security deposit, or any other money due on to time.

19. The contractor shall remove all rubbish etc. out of site/premises wash and clean the floors and hand over the site in proper and tidy condition on the completion of work at his own cost.

20. The contractor will take necessary precautions for carrying out the work avoiding any damage to fixed or loose furniture, structures/decorative parts of the property. The contractor will rectify any damages done at his cost.

21. Applicable Income-Tax of the Bill Amount will be deducted at source from the contractor's bill and will be deposited with the I.T.O as per rules.

22. The Bank may delay the progress of work without, in any way, vitiating the contract and grant such extension of time for the commencement/completion of the contract as it may think proper and sufficient in consequence of such delay and the contractor shall not make claim for compensation of damages in relation thereof.

23. The Contractor will not execute any extra item without Bank's permission in writing.

24. The quantities mentioned in the schedule of quantities are approximate. Payment will be on actual work done by the contractor. However the contractor should not deviate the quantity without Bank's permission.

25. The Bank has a right to alter the nature of work and to add or omit any items of work or to have the option of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

26. Measurement for all items shall be taken as per actual work done and no claim for any wastage in all material shall be considered.

27. Contractor has to prepare sample of chair, table and part counter for the approval of the Bank.

28. Contractor must quote balanced rates as quantities mentioned in the tender are approximate and may vary to any extent. No extra shall be given on this account.

29. Contractor has to submit Photographs of the completed furnishing work in duplicate along with soft copy in from of C.D.

30. Contractor shall have prepared any No of samples as directed by Architect/Bank before finalizing of scheme. For this No extra payment shall made.

31. Tender, without tender fee & EMD will be rejected.

FORM OF AGREEMENT

(सफल बोलीकर्ता द्वारा रु.300/- के गैर अदालती स्टॉप पेपर पर निष्पादित किया जाए)

(On Rs.300/- non-judicial stamp paper by the successful bidder)

ARTICLES of AGREEMENT made this ____ day _____ Months _____ year between the Senior Regional Manager Central Bank of India having its Regional Office at , 4th floor, Lal Darwaza Building, Ahmedabad . (Hereinafter referred to as the “Employer/Owner” which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and M/s _____ duly represented by one of its proprietor/partner Mr./Mrs. _____ aged _____ S/O Shri _____ residence at _____ and having their office at _____ (Hereinafter referred to as “Contractor” unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

AND WHEREAS for the purpose of the said project, the Employer invited sealed tenders from experienced, resourceful and bonafide contractors vide his Notice Inviting Tender (No.____dated.).

WHEREAS the contractor submitted his Tender along with the Tender Documents containing General Notes, General Conditions of the Contract, Special Conditions, drawings, and Schedule of Quantities etc. for the works (Hereinafter collectively referred to as the “said conditions”), duly signed on each page as a token of his acceptance of the same, along with requisite Earnest Money Deposit of Rs. 5,500.00.

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.

AND WHEREAS the Employer has accordingly issued the work order (No.____dt._____) to the contractor subject to his furnishing the requisite Security Deposit.

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance No____.dt._____(Copy enclosed Vide Annexure-I) and has also deposited with the Employer a sum of Rs. _____ which with the Earnest Money of Rs. 5,500.00 forms the requisite Security Deposit @ 2% of the accepted Tender Value of Rs. _____.

AND WHEREAS the Employer has caused the plans, drawings, specifications, schedule of quantities etc. relating to the project at the works site at _____ to be issued to the contractor

NOW, therefore, it is hereby agreed to and between the party as follows:

1. Contract documents

The following documents shall constitute the Contract Documents.

- i. This Article of Agreement.
- ii. Tender submitted by the Contractor included the N.I.T and Tender Documents (Vide Annexure - I).
- iii. Corrigendum to tender document if any.

[Type text]

- iv. All correspondence between the Bank and the Contractor from the date of issue of N.I.T and the date of issue of work order.
 - v. Work order No. _____ dt. _____ (Vide Annexure-II).
- 2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said Owner/Employer and described in the said Specifications and the said Schedule of Quantities.
 - 3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein before stated, Employer reserves itself the right of altering the drawings and the nature of the work and addition to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
 - 4) As mentioned in Article 1 above, the said conditions shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
 - 5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of Ahmedabad thereto. The decision of the arbitration shall be final and binding on both the parties.

IN WITNESS WHEREOF THE PARTIES to their presents have hereunder set and subscribed their hands, the day, month and year first above written.

On Behalf of Contractor & Seal

On Behalf of Central Bank of India.

Witness

1) _____

2) _____

[Type text]

[Type text]